

REMARKS

This amendment is in response to the Non-Final Office Action mailed June 26, 2008 (the “Office Action”). Claims 18-33 and 36-40 are pending in the application.

Double Patenting

The Office has rejected claims 18, 31, and 38 at paragraph 2 of the Office Action under the judicially created doctrine of obviousness-type double patenting. Applicants object to the Office’s obviousness-type double patenting rejections of these claims as being premature. In particular, Applicants note that the Office has not indicated that all claims would be allowable if Applicants submit a Terminal Disclaimer to overcome the double-patenting rejection. However, in the interest of advancing prosecution of the present application, Applicants state that they will execute and file a Terminal Disclaimer, if upon reviewing the present (and any possible future) amendments, the Office determines that a Terminal Disclaimer is necessary, and the Office indicates that these claims would be allowable if such a Terminal Disclaimer is filed, overcoming the obviousness-type double patenting rejections. Applicants thus do not prematurely surrender their rights, before knowing the scope of the claims to be allowed.

Claims 18-33 and 36-40 are Allowable

The Office has rejected claims 18-33 and 36-40 at paragraph 4 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over U.S. Patent No. 7,024,205 (“Hose”) in view of U.S. Patent Application Publication No. 2006/0229778 (“Obradovich”). Applicants respectfully traverse the rejections.

The cited portions of Hose and Obradovich, separately or in combination, do not disclose or suggest the specific combination of claim 18. For example, the cited portions of Hose and Obradovich fail to disclose or suggest a graphical user interface to receive user inputs to define a user zone, as in claim 18.

The cited portions of Hose disclose a method for implementing interactive location-based services in a wireless communication network where the location information is determined by the transceiver location. *See* Hose, column 2, lines 26-30 and 46-54. The cited portions of

Obradovich disclose a communication system between vehicles and remote stations or servers using C-mail. *See* Obradovich, Abstract, paragraphs 9 and 26. C-mail is like conventional email, formatted in accordance with well known protocols and delivered by conventional mail servers when the system connects to a communication network like the Internet. *See* Obradovich, paragraphs 9, 26, and 56.

The Office cites column 7, lines 10-25 and column 8, lines 1-20 of Hose as disclosing a graphical user interface to receive user inputs to define a user zone. *See* Office Action, paragraph 4. However, the cited portions of Hose disclose that the service area is either defined by the subscriber's telephone location or the service area is predefined. *See* Hose, column 8, lines 12-19. If the service area is predefined, then the relevant service area is determined by identifying the location of the telephone using point-in-polygon analysis or some other method. *See* Hose, column 8, lines 12-19. In Hose, the service areas are defined by the service provider and the location of the phone, not by the user. *See* Hose, column 8, lines 12-19 and column 7, lines 29-34 and 62-63.

The cited portions of Hose and Obradovich, separately or in combination, fail to disclose or suggest the specific combination of claim 18. Hence, claim 18 is allowable. Claims 19-30 depend from claim 18. Accordingly, claims 19-30 are also allowable, at least by virtue of their dependence from claim 18. Further, the dependent claims recite additional elements not disclosed by the cited portions of the above-cited references.

For example, claim 19 includes elements not found in the cited portions of Hose and Obradovich, separately or in combination. Specifically, the cited portions of Hose and Obradovich fail to disclose or suggest that the user desired area of operation of the mobile terminal is for a temporary duration, as in claim 19. The Office cites column 7, lines 15-67 as disclosing that a user requests services with a menu or services that are based on a particular location that service is desired. *See* Office Action, paragraph 2. However, the cited portions of Hose do not disclose that the user requests services that are temporary. In addition, the cited portions of Obradovich do not disclose operation of a mobile terminal for a temporary duration. For this additional reason, claim 19 is allowable.

The cited portions of Hose and Obradovich fail to disclose or suggest defining a desired area with respect to a location in response to a user interaction, as in claim 31. The Office cites

column 7, lines 10-25 and column 8, lines 1-20 of Hose as disclosing defining a desired area with respect to a location in response to a user interaction. *See* Office Action, paragraph 4. However, the cited portions of Hose disclose that the service area is either defined by the subscriber's telephone location or the service area is predefined. *See* Hose, column 8, lines 12-19. If the service area is predefined, then the relevant service area is determined by identifying the location of the telephone using point-in-polygon analysis or some other method. *See* Hose, column 8, lines 12-19. In Hose, the service areas are defined by the service provider and the location of the phone, not by the user and not in response to a user interaction.

The cited portions of Hose and Obradovich, separately or in combination, fail to disclose or suggest the specific combination of claim 31. Hence claim 31 is allowable. Claims 32, 33, 36, and 37 depend from claim 31. Accordingly, claims 32, 33, 36, and 37 are also allowable, at least by virtue of their dependence from claim 31.

The cited portions of Hose and Obradovich fail to disclose or suggest a graphical user interface to receive user inputs to select a desired user zone of service, as in claim 38. The Office cites column 7, lines 10-25 and column 8, lines 1-20 of Hose as disclosing a graphical user interface to receive user inputs to select a desired user zone of service. *See* Office Action, paragraph 4. However, the cited portions of Hose disclose that the service area is either defined by the subscriber's telephone location or the service area is predefined. *See* Hose, column 8, lines 12-19. In Hose, the service areas are defined by the service provider and the location of the phone, not the user. *See* Hose, column 8, lines 12-19 and column 7, lines 29-34 and 62-63. Thus, Hose fails to disclose receiving user inputs to select a desired user zone of service.

The cited portions of Hose and Obradovich, separately or in combination, fail to disclose or suggest the specific combination of claim 38. Hence, claim 38 is allowable. Claims 39 and 40 depend from claim 38. Accordingly, claims 39 and 40 are also allowable, at least by virtue of their dependence from claim 38. Further, the dependent claims recite additional elements not disclosed by the cited portions of the above-cited references.

For example, claim 40 includes elements not found in the cited portions of Hose and Obradovich, separately or in combination. Specifically, the cited portions of Hose and Obradovich fail to disclose or suggest that the desired user zone is independent from a location of the communications device. In contrast to claim 40, the cited portions of Hose disclose that

the user defined zone is defined based on the subscriber's telephone location or is predefined. *See* Hose, column 8, lines 12-15. If the user defined zone is predefined, then the relevant service area can be determined by the service area where the subscriber's telephone is located. *See* Hose, column 8, lines 15-17. As disclosed in the cited portions of Hose, the user defined zone is based on the location of the subscriber's telephone. In addition, the cited portions of Obradovich do not disclose a user defined zone. Thus, Hose teaches away from claim 40. For this additional reason, claim 40 is allowable.

CONCLUSION

Applicants have pointed out specific features of the claims not disclosed, suggested, or rendered obvious by the cited references as applied in the Office Action. Accordingly, Applicants respectfully request reconsideration and withdrawal of each of the objections and rejections, as well as an indication of the allowability of each of the pending claims.

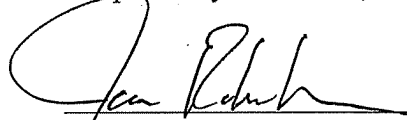
Any changes to the claims in this amendment, which have not been specifically noted to overcome a rejection based upon the cited art, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account Number 50-2469.

9-25-2008
Date

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